Exhibit A

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

FRANCISCO GARCIA individually, on behalf of his minor child SILVARIO GARCIA and all others similarly situated Plaintiff(s), vs. MICROSOFT CORPORATION Defendant.	Civil Action File No.: 2007 CV 138898 JURY TRIAL DEMANDED

SUMMONS

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of the Superior Court of Fulton County and serve upon the Plaintiff's attorney, whose name and address is.

Christopher C. Taylor, Esq
Heman Taylor & Lee, LLC
990 Holcomb Bridge Road, Suite 3
Roswell, Georgia 30076

an answer to the Complaint which is herewith served upon you, within 30 days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

This 23rd day of Aug 2007.

[signature]
Deputy Clerk, Superior Court of Fulton County, Georgia

To Defendant upon whom this petition is served

This copy of complaint and Summons was served upon you on the ______ day of __________ 2007.

____
Deputy Sheriff

COPY

FILED IN OFFICE
AUG 23 2007
DEPUTY CLERK SUPERIOR COURT
FULTON COUNTY, GA

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

FRANCISCO GARCIA individually, on behalf of his minor child SILVARIO GARCIA and all others similarly situated	
Plaintiff(s),	Civil Action
vs.	File No.: 2007CV138898
MICROSOFT CORPORATION	JURY TRIAL DEMANDED
Defendant.	

COMPLAINT

NOW COMES PLAINTIFF FRANCISCO GARCIA (the "Plaintiff"), individually and on behalf of his minor child SILVARIO GARCIA (the "Minor Plaintiff"), by and through counsel, and makes and files this Complaint against the Defendant, MICROSOFT CORPORATION, as follows:

NATURE OF THE CASE

1.

Plaintiffs brings this class action seeking declaratory relief, injunctive relief, compensatory damages, punitive damages, costs of litigation including, without limitation, attorneys' fees and post-judgment interest against Microsoft Corporation, a Washington corporation (referred to herein as the "Defendant"), because of the Defendant's (i) fraudulent inducement, (ii) conversion, (iii) fraud and deceit, (iv) deceptive trade practices and (v) unjust enrichment.

PARTIES

2.

The putative representative of the Class is Francisco Garcia (the "Representative Plaintiff"), an individual and a resident of the State of Georgia, along with his minor son, Silvario Garcia (the "Minor Representative Plaintiff"), an individual and a resident of the State of Georgia.

3.

The putative Class will be defined herein.

4.

Upon information and belief, Defendant is a Washington corporation and maintains its principal place of business and headquarters in Seattle, Washington.

5.

Defendant may be served by delivering a copy of this summons and complaint to its registered agent, Corporation Service Company, located at 40 Technology Pkwy South, #300, Norcross, GA, 30092.

JURISDICTION AND VENUE

6.

This Court has personal jurisdiction over Defendant pursuant to O.C.G.A. §9-10-91, because Defendant transacted business in the State of Georgia and because the tortious acts occurred in the State of Georgia.

7.

Venue in this action properly lies in this Court, pursuant to O.C.G.A. §9-10-93, because the Defendant transacts business in the County of Fulton in the State of Georgia and because the breach of contract and tortious acts occurred in the County of Fulton in the State of Georgia

FACTS

8.

On our about October 2005, Plaintiff's child (Minor Plaintiff) used Plaintiff's debit card to purchase a one-year subscription to XBOX Live This contract was entered into via the internet with an XBOX computer. The subscription fee was $49.99.

9.

On or about October 2006, Defendant automatically renewed the one-year subscription to XBOX Live for $49.99 and this charge appeared on Plaintiff's debit card.

10.

This charge put Plaintiff's bank account into an overdraft status and a $35.00 fee was assessed by Wachovia Bank against Plaintiff.

11.

On October 6, 2006, the $49.99 subscription fee was refunded to the Plaintiff by the Defendant.

CLASS ACTION ALLEGATIONS

12.

This action is brought as a class action properly maintainable under Georgia law.

13.

Representative Plaintiffs bring this class action individually and on behalf of all others similarly situated (each such plaintiff is referred to herein as a "Class Member" and collectively, the Class

Members are referred to herein as the "Class") who have been charged fees for XBOX Live subscriptions of any length, with accompanying automatic XBOX Live subscription renewals of any length, where such contracts have been entered into by minor children in violation of O.C.G.A. §13-3-20.

14.

Representative Plaintiff bring this class action individually and on behalf of all others similarly situated who have been charged fees for XBOX Live subscriptions of any length, with accompanying automatic XBOX Live subscription renewals of any length, where such multiple-years contracts with adult Class Members are not in writing as required under the applicable Statute of Frauds, found in O.C.G.A §13-5-30(5).

15.

Accordingly, the size of the Class is substantial, and grows daily, so that joinder of all Class Members is impracticable.

16.

The Representative Plaintiffs' claims are typical of the claims of the Class, which all arise from the same operative facts and are based on the same legal theories, because the complained of actions are widespread and standard for the Defendant.

17.

Plaintiffs are not antagonistic to the Class and will fairly and adequately represent and protect the interests of the Class.

18.

Plaintiffs are committed to vigorously litigating this matter, represented by competent counsel and do not have any interests that might cause them to not vigorously pursue this claim.

19.

Certification of the Class under O.C.G.A. § 9 11-23 is appropriate, because all Class Members have an identical interest in seeking compensatory damages for the unlawful acts of Defendant complained of herein.

20.

Unfortunately, it is impractical or impossible for each Class Member to bring this action individually, because the risk associated with incurring the costs of litigation in a matter of this type are too high for the typical Class Member. This makes filing such an action individually impractical and unlikely. With so little incentive, economic or otherwise, to seek legal recourse for the complained of actions, the Class receives justice primarily through damages with respect to the entire Class.

21.

Certification of the Class pursuant to O.C.G.A. § 9-11-23 is appropriate, because common questions of law and fact predominate over individual questions and therefore, a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

22.

The questions of law and fact common to the Class include, without limitation, (a) whether the Defendant fraudulently induced minor Class Members to enter into unenforceable contracts for XBOX Live subscription contracts of any length, and accompanying automatic XBOX Live subscription renewal contracts of any length, under the well-established "Infancy Doctrine" found in O.C.G.A. §13-3-20, (b) whether the Defendant improperly charged initial XBOX Live subscription fees and subsequent automatic XBOX Live subscription renewal fees to adult Class Members without securing written contracts with adult Class Members in violation of the Statute of Frauds, found in O.C.G.A. §13-5-30(5), (c) whether the Defendant's actions constitute conversion, (d) whether the Defendant's actions constitute fraud and deceit, (e) whether the Defendant's actions constitute deceptive trade practices and (f) whether the Defendant's actions constitute unjust enrichment

CAUSE OF ACTION I
FRAUDULANT INDUCEMENT

23.

Representative Plaintiffs incorporate by reference paragraphs 1 through 22 above as if set forth herein in full.

24.

Upon information and belief and despite unequal bargaining power between the Defendant and the Minor Representative Plaintiff, Defendant fraudulently induced a contractual relationship for XBOX Live services with the Minor Representative Plaintiff and some or all of the minor Class Members by charging Class Members initial XBOX Live subscription fees while knowing, upon information and belief, that such initial XBOX Live subscriptions contracts are unenforceable against minor Class Members pursuant to the well-established "Infancy Doctrine," found in O.C.G.A. §13-3-20, wherein contracts with minor children are unenforceable.

25.

Upon information and belief and despite unequal bargaining power between the Defendant and the Minor Representative Plaintiff, Defendant fraudulently induced a subsequent contractual relationship for XBOX Live services with the Minor Representative Plaintiff and some or all of the minor Class Members by charging Class Members subsequent XBOX Live subscription renewal fees while knowing, upon information and belief, that such subsequent automatic XBOX Live subscription renewal contracts are similarly unenforceable against these minor Class Members pursuant to O.C.G.A. §13-3-20.

26.

Upon information and belief, Defendant fraudulently induced a contractual relationship with the Representative Plaintiff and some or all of the adult Class Members in violation of the Statute of Frauds, found in O.C.G.A. §13-5-30(5), requiring such multiple-year contracts to be in writing by charging adult Class Members initial XBOX Live subscription fees and subsequent automatic XBOX Live subscription renewal fees without appropriately securing written contracts and, upon information and belief, deducting these fees directly from some of the Class Members' bank accounts or credit cards.

27.

As a result, Representative Plaintiffs and some or all Class Members suffered both monetary damages and personal damages.

28

Wherefore, Representative Plaintiffs and some or all of the Class Members are entitled to punitive damages, compensatory damages, costs and expenses of this litigation including attorneys' fees, and such other relief as the Court deems proper.

CAUSE OF ACTION II
CONVERSION

29.

Representative Plaintiffs incorporate by reference paragraphs 1 through 28 above as if set forth herein in full.

30.

Upon information and belief, Defendant has converted the Representative Plaintiff's funds, and some or all of the Class Members' funds, by fraudulently procuring initial XBOX Live subscription fees, where such fees are based on unenforceable contracts with minor children under O.C.G.A. §13-3-20 and, upon information and belief, deducting these fees directly from some of the Class Members' bank accounts or credit cards.

31.

Upon information and belief, Defendant has converted the Representative Plaintiff's funds, and some or all of the Class Members' funds, by fraudulently procuring automatic XBOX Live subscription renewal fees, where such fees are based on unenforceable contracts with minor children under O.C.G.A. §13-3-20 and, upon information and belief, deducting these fees directly from some of the Class Members' bank accounts or credit cards.

32.

Upon information and belief, Defendant has converted the Representative Plaintiff's funds, and some or all of the Class Members' funds, by fraudulently procuring initial XBOX Live subscription fees and subsequent automatic XBOX Live subscription renewal fees and, upon information and belief, deducting these fees directly from some of the Class Members' bank accounts or credit cards without securing written multiple-year contracts with adult Class Members in violation of the Statute of Frauds, found in O.C.G.A. §13-5-30(5).

33.

As a result, Representative Plaintiffs, and some or all of the Class Members suffered both monetary damages and personal damages.

34.

Wherefore, Representative Plaintiffs, and some or all of the Class Members are entitled to punitive damages, compensatory damages, costs and expenses of this litigation including attorneys' fees, and such other relief as the Court deems proper

CAUSE OF ACTION III
FRAUD AND DECEIT

35.

Representative Plaintiffs incorporate by reference paragraphs 1 through 34 above as if set forth herein in full.

36.

Upon information and belief, Defendant purposefully deceived the Representative Plaintiffs and some or all of the Class Members in order to financially profit by fraudulently procuring initial XBOX Live subscription fees from Class Members, where such fees are based on unenforceable contracts with minor children under O.C.G.A. §13-3-20 and, upon information and belief, deducting these fees directly from some of the Class Members' bank accounts or credit cards.

37.

Upon information and belief, Defendant purposefully deceived the Representative Plaintiffs and some or all of the Class Members in order to financially profit by fraudulently procuring subsequent automatic XBOX Live subscription renewal fees from Class Members, where such fees are based on unenforceable contracts with minor children under O.C.G.A. §13-3-20 and, upon information and belief, deducting these fees directly from some of the Class Members' bank accounts or credit cards.

38.

Upon information and belief, Defendant purposefully deceived the Representative Plaintiff and some or all of the Class Members in order to financially profit by fraudulently procuring initial XBOX Live subscription fees and subsequent automatic XBOX Live subscription renewal fees from adult Class Members and, upon information and belief, deducting these fees directly from some of the Class Members' bank accounts or credit cards without securing written multiple-year contracts with adult Class Members in violation of the Statute of Frauds, found in O.C.G.A. §13-5-30(5).

39.

As a result, Representative Plaintiffs, and some or all of the Class Members suffered both monetary damages and personal damages.

40.

Wherefore, Representative Plaintiffs, and some or all of the Class Members are entitled to punitive damages, compensatory damages, costs and expenses of this litigation including attorneys' fees, and such other relief as the Court deems proper

CAUSE OF ACTION IV
DECEPTIVE TRADE PRACTICES

41.

Representative Plaintiffs incorporate by reference paragraphs 1 through 40 above as if set forth herein in full.

42.

Upon information and belief, Defendant purposefully engaged in deceptive trade practices with the Representative Plaintiffs and some or all of the Class Members in order to financially profit by fraudulently procuring initial XBOX Live subscription fees from Class Members, where such fees are based on unenforceable contracts with minor children under O.C.G.A. §13-3-20 and, upon information and belief, deducting these fees directly from some of the Class Members' bank accounts or credit cards.

43.

Upon information and belief, Defendant purposefully engaged in deceptive trade practices with the Representative Plaintiffs and some or all of the Class Members in order to financially profit by fraudulently procuring subsequent automatic XBOX Live subscription renewal fees from Class Members, where such fees are based on unenforceable contracts with minor children under O.C.G.A. §13-3-20 and, upon information and belief, deducting these fees directly from some of the Class Members' bank accounts or credit cards.

44.

Upon information and belief, Defendant purposefully engaged in deceptive trade practices with the Representative Plaintiff and some or all of the Class Members in order to financially profit by fraudulently procuring initial XBOX Live subscription fees and subsequent automatic XBOX Live subscription renewal fees from adult Class Members and, upon information and belief, deducting these fees directly from some of the Class Members' bank accounts or credit cards without securing written multiple-year contracts with adult Class Members in violation of the Statute of Frauds, found in O.C.G.A §13-5-30(5).

45.

As a result, Representative Plaintiffs, and some or all of the Class Members suffered both monetary damages and personal damages

46.

Wherefore, pursuant to O.C.G A. §10-1-373, Representative Plaintiffs and the Class Members are entitled to an injunction against the Defendant that enjoins further conduct like that complained of herein, punitive damages, treble damages, compensatory damages, costs and expenses of this litigation including attorneys' fees, and such other relief as the Court deems proper.

CAUSE OF ACTION V
UNJUST ENRICHMENT

47.

Representative Plaintiff incorporates by reference paragraphs 1 through 46 above as if set forth herein in full.

48.

Upon information and belief, Defendant has converted the Representative Plaintiff's funds, and some or all of the Class Members' funds, by fraudulently procuring initial XBOX Live subscription fees, where such fees are based on unenforceable contracts with minor children under O.C.G.A. §13-3-20 and, upon information and belief, deducting these fees directly from some of the Class Members' bank accounts or credit cards and has been unjustly enriched in so doing

49.

Upon information and belief, Defendant has converted the Representative Plaintiff's, and some or all of the Class Members' funds, by fraudulently procuring automatic XBOX Live subscription renewal fees, where such fees are based on unenforceable contracts with minor children under O.C.G.A. §13-3-20 and, upon information and belief, deducting these fees directly from some of the Class Members' bank accounts or credit cards and has been unjustly enriched in so doing.

50.

Upon information and belief, Defendant has converted the Representative Plaintiff's funds, and some or all of the Class Members' funds, by fraudulently procuring initial XBOX Live subscription fees and subsequent automatic XBOX Live subscription renewal fees and, upon information and belief, deducting these fees directly from some of the Class Members' bank accounts or credit cards without securing written multiple-year contracts with adult Class Members in violation of the Statute of Frauds, found in O.C.G.A. §13-5-30(5), and has been unjustly enriched in so doing.

51.

As a result, Representative Plaintiffs, and some or all of the Class Members suffered both monetary damages and personal damages

52.

Wherefore, Representative Plaintiffs, and some or all of the Class Members are entitled to punitive damages, compensatory damages, costs and expenses of this litigation including attorneys' fees, and such other relief as the Court deems proper

CAUSE OF ACTION VI
ATTORNEY'S FEES

53.

Representative Plaintiffs incorporate by reference paragraphs 1 through 52 above as if set forth herein in full.

54.

Representative Plaintiffs alleges that the Defendant has been stubbornly litigious and is therefore entitled to attorney's fees under O.C.G.A. §13-6-1.

55.

Wherefore, Representative Plaintiffs and the Class Members are entitled to costs and expenses of this litigation including attorneys' fees, and such other relief as the Court deems proper.

CAUSE OF ACTION VII
PUNITIVE DAMAGES

56.

Representative Plaintiffs incorporate by reference paragraphs 1 through 55 above as if set forth herein in full.

57.

Representative Plaintiffs alleges that Defendant's conversion of his and the Class Members' funds along with their fraud, deceit and deceptive trade practices constitutes willful misconduct, wantonness and conscious indifference and are therefore entitled to punitive damages under O.C.G.A. §51-12-5.1.

58.

As a result of the above violations, Representative Plaintiff, and the Class Members, suffered damages and/or continue to suffer damages and are entitled to punitive damages, costs and expenses of this litigation including attorneys' fees, and such other relief as the Court deems proper.

GENERAL PRAYER FOR RELIEF

WHEREFORE, Representative Plaintiff Francisco Garcia and Minor Representative Plaintiff Silvario Garcia, individually and on behalf of all others similarly situated, respectfully prays for judgment in favor of Representative Plaintiff Francisco Garcia and Minor Representative Plaintiff Silvario Garcia and the Class against Defendant Microsoft Corporation as follows:

(A) That process issue and service be made according to law;

(B) That this Complaint be served upon Defendant in accordance with law;

(C) That the Class be certified in accordance with law;

(D) For a declaration that Defendant's acts complained of herein are unlawful under state and/or federal law;

(E) For the entry of a permanent injunction ordering Defendant to establish and properly maintain appropriate internal safeguards as to prevent a repeat of the fate suffered by the Class Members;

(F) For an award of compensatory damages in an amount to be determined at court;

(G) For an award of pre-judgment interest in an amount to be determined at court.

(H) For an award of post-judgment interest in an amount to be determined at court.

(I) For an award of all costs of litigation, including without limitation, attorneys' fees, in an amount to be determined at court;

(J) For an award of punitive damages to punish and deter Defendant from further such action in an amount to be determined at court;

(K) For the creation of a court supervised fund to process and distribute awards to the Class;

(L) For all other relief the Court deems just and proper.

JURY TRIAL DEMANDED

The Plaintiff hereby demands a trial by jury on all claims and issues so triable.

Respectfully submitted, this 22nd day of August 2007.

By: Christopher C. Taylor
Georgia Bar #: 699696

HERNAN TAYLOR & LEE, LLC
990 Holcomb Bridge Rd, Suite 3
Roswell, Georgia 30076
Phone: (770) 650-7200
Fax: (770) 650-7211

SHERIFF'S ENTRY OF SERVICE — SC-85-2

Civil Action No 2007CV138898

Date Filed August 23, 2007

Superior Court ☒ Magistrate Court ☐
State Court ☐ Probate Court ☐
Juvenile Court ☐

Georgia, Fulton COUNTY

Francisco Garcia, individually, on behalf of his minor child Silvia Garcia, and all others similarly situated Plaintiff

VS.

Microsoft Corporation

Defendant

Garnishee

Attorney's Address
Christopher K. Taylor, Esq.
990 Holcomb Bridge Rd, Suite 3
Roswell, GA 30076

Name and Address of Party to be Served
Microsoft Corporation c/o Corporation Service Company (registered agent)
40 Technology Pkwy South, # 300
Norcross, GA 30092

SHERIFF'S ENTRY OF SERVICE

PERSONAL ☐ I have this day served the defendant ______ personally with a copy of the within action and summons

NOTORIOUS ☐ I have this day served the defendant ______ by leaving a copy of the action and summons at his most notorious place of abode in this County

Delivered same into hands of ______ described as follows age, about ______ years, weight ______ pounds, height, about ______ feet and ______ inches, domiciled at the residence of defendant

CORPORATION ☒ Served the defendant Microsoft Corporation a corporation by leaving a copy of the within action and summons with Gillian Ames (CSC) in charge of the office and place of doing business of said Corporation in this County

TACK & MAIL ☐ I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises designated in said affidavit, and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons

NON EST ☐ Diligent search made and defendant ______ not to be found in the jurisdiction of this Court

This 24 day of Aug. 2007
8:50 AM

[signature] 5056
DEPUTY

SHERIFF DOCKET ______ PAGE ______

WHITE-CLERK CANARY-PLAINTIFF PINK-DEFENDANT